

BellSouth Telecommunications, Inc.
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Nashville, TN 37201-3300

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REC'D TN
REGULATORY AUTHORITY
Guy M. Hicks
General Counsel

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OFFICE OF THE
EXECUTIVE SECRETARY
615 214 6301
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April 11, 2001

Mr. David Waddell
Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

Re: *Approval of the Amendments to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and NEXTLINK Tennessee, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.*
Docket No. ~~00-01082~~

01-00336

Dear Mr. Waddell:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, NEXTLINK Tennessee, Inc. and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and thirteen copies of the attached Petition for Approval of the Amendments to the Interconnection Agreement dated November 4, 1999. The first Amendment, dated November 8, 2000 includes deaveraged rates; the second Amendment, dated November 13, 2000 changes the name of the company to XO Tennessee, Inc. and the third Amendment, dated March 1, 2001 adds fiber cross connect rates to Attachment 4.

Thank you for your attention to this matter.

Sincerely yours,


Guy M. Hicks

cc: Dana Shaffer, attorney for XO Tennessee, Inc.

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendments to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and NEXTLINK Tennessee, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. ~~00-01082~~ 01-00336

PETITION FOR APPROVAL OF THE
AMENDMENT TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.
AND NEXTLINK TENNESSEE, INC.
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, NEXTLINK Tennessee, Inc. ("NEXTLINK") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendments to the Interconnection Agreement dated November 4, 1999 (the "Amendments") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, NEXTLINK and BellSouth state the following:

1. NEXTLINK and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to NEXTLINK. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on March 28, 2000.
2. The parties have recently negotiated Amendments to the Agreement. The first Amendment, dated November 8, 2000 includes deaveraged rates; the second Amendment, dated November 13, 2000 changes the name of the company to XO Tennessee, Inc. and the third Amendment, dated March 1, 2001 adds fiber cross connect

rates to Attachment 4. Copies of the Amendments are attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, NEXTLINK and BellSouth are submitting their Amendment to the TRA for its consideration and approval. The Amendment provides that either or both of the parties is authorized to submit this Amendment to the TRA for approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendment between BellSouth and NEXTLINK within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

5. NEXTLINK and BellSouth aver that the Amendment is consistent with the standards for approval.

6. Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

NEXTLINK and BellSouth respectfully request that the TRA approve the Amendment negotiated between the parties.

This 12th day of April, 2001.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 

Guy M. Hicks

333 Commerce Street, Suite 2101

Nashville, Tennessee 37201-3300

(615) 214-6301

Attorney for BellSouth

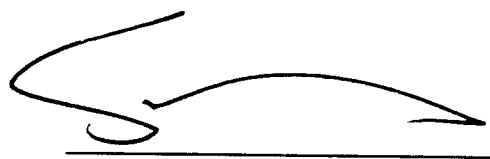
CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendments to the Interconnection Agreement on the following via United States Mail on the 12 day of April, 2001:

Dana Shaffer
XO Tennessee, Inc.
105 Molloy Street, Suite 300
Nashville, TN 37201-2315

XO Tennessee, Inc.
Regulatory Department
105 Molloy Street, Suite 300
Nashville, TN 37201-2315

XO Communications, Inc.
Regulatory Department
1730 Rhode Island Ave., NW
Suite 1000
Washington, D.C. 20036


Guy M. Hicks

**AMENDMENT
TO THE
AGREEMENT BETWEEN
NEXTLINK TENNESSEE, INC. AND
BELL SOUTH TELECOMMUNICATIONS, INC.
DATED NOVEMBER 4, 1999**

Pursuant to this Amendment, (the "Amendment"), NEXTLINK Tennessee, Inc. ("NEXTLINK"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated November 4, 1999 ("Agreement").

WHEREAS, BellSouth and NEXTLINK entered into the Agreement on November 4, 1999, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The original Amendment for Unbundled Copper Loops, dated July 17, 2000, is hereby deleted in its entirety and replaced as follows.
2. Section 2.5.3 of Attachment 2, Unbundled Network Elements, of the Agreement is hereby amended by adding new sub-sections 2.5.3.1 – 2.5.3.9, Technical Requirements, and a new Section 2.7 providing for the Unbundled Copper Loops as set forth in Attachment 1 to this Amendment.
3. The terms and conditions for Loop Make Up and Service Inquiry are hereby added to Attachment 2, Unbundled Network Elements, of the Agreement as Section 2.7 as set forth in Attachment 1 to this Amendment.
4. The terms and conditions for Loop Conditioning are hereby added to Attachment 2, Unbundled Network Elements, of the Agreement, as Section 2.8 as set forth in Attachment 1 to this Amendment.
5. BellSouth and NEXTLINK enter into this Agreement without waiving current or future relevant legal rights and without prejudicing any position BellSouth or NEXTLINK may take on relevant issues before state or federal regulatory or legislative bodies or courts of competent jurisdiction. This clause specifically contemplates but is not limited to: (a) the positions BellSouth or NEXTLINK may take in any cost docket related to the terms and conditions associated with access to copper twisted pair loop combination or UCL; (b) the positions that BellSouth or NEXTLINK might take before the FCC or any state public utility commission related to the terms and conditions under which BellSouth must provide NEXTLINK with access to the copper twisted pair loop of UCL; and (c) the ability of NEXTLINK to

request renegotiation of the terms and conditions herein, including pricing, based on any regulatory proceeding or BellSouth's offering of different terms, conditions, or rates to other parties. The interim rates set forth herein were adopted as a result of a compromise between parties and do not reflect either party's position as to final rates for access to the copper twisted pair loop combination or UCL.

6. BellSouth shall make available to NEXTLINK any agreement for the UCL entered into between BellSouth and any other CLEC, consistent with federal and state law. In addition, BellSouth shall make available any standard offering for UCL or xDSL-capable loops developed by BellSouth. If NEXTLINK elects to adopt a standard offering, NEXTLINK shall adopt all rates, terms and conditions relating to the UCL or xDSL-capable loops in such agreement.
7. All of the other provisions of the Agreement, dated November 4, 1999 and approved by the Tennessee Regulatory Authority on March 28, 2000, shall remain in full force and effect.
8. Either or both Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

NEXTLINK Tennessee, Inc.


By: 

Name: R. Gerard Salemmme

Title: Senior Vice President

Date: 9-29-00

BellSouth Telecommunications, Inc.

By: 

Name: Jerry Hendrix

Title: Senior Director

Date: 11/8/00

ATTACHMENT 1 TO THE AMENDMENT

2.5 (cont'd) Technical Requirements

- 2.5.3.1 For non-service specific loops described in 2.5.3 above (e.g. UCL, loops modified beyond applicable technical standards by NEXTLINK using the Unbundled Loop Modifications (ULM) process), BellSouth will only support that the loop has copper continuity and balanced tip-and-ring.
- 2.5.3.2 In cases in which NEXTLINK has requested that BellSouth modify a BellSouth loop in such a way that it no longer meets applicable technical specifications, BellSouth will no longer be expected to maintain and repair the loop to the standards specified for that loop type in the TR73600 and other standards referenced in this Agreement. Loops modified in this manner will be ordered and maintained as Unbundled Copper Loops.
- 2.5.3.3 **Unbundled Copper Loops**
- The copper twisted pair loop described in 2.5.3 above shall be known as the Unbundled Copper Loop (UCL) and shall be subject to the rates and terms contained herein.
- The UCL will be offered in two versions – Short and Long. A short UCL (18kft or less) will be provisioned according to Resistance Design parameters, may have up to 6kft of bridged tap and will have up to 1300 ohms of resistance. Unbundled Loop Modifications (ULM) may be used when a CLEC wants to condition copper loops by removing load coils and other intervening equipment. In almost every case, the UCL long will require ULM to remove load coils. BST will only ensure electrical continuity and balanced tip-and-ring on UCLs.
- 2.5.3.4 The UCL will be a designed circuit, with or without conditioning, provisioned with a test point and come standard with a DLR. Order Coordination (OC) will be offered as a chargeable option on all UCLs. Order Coordination – Time Specific (OC-TS) will not be offered on UCLs.
- 2.5.3.5 The UCL is a dry copper loop and is not intended to support any particular telecommunications service. NEXTLINK may use the UCL for a variety of services, including xDSL (e.g., IDSL and SDSL) services, by attaching appropriate terminal equipment of NEXTLINK's choosing. NEXTLINK will determine the type of service that will be provided over the loop.

2.5.3.6 Because the UCL shall be an unbundled loop offering that is separate and distinct from BellSouth's ADSL and HDSL capable loop offerings, NEXTLINK agrees that BellSouth's UCL will not be held to the service level and performance expectations that apply to its ADSL and HDSL unbundled loop offerings.

2.5.3.7 The UCL shall be provided to NEXTLINK in accordance with BellSouth's Technical Reference 73600.

2.5.3.8 Rates

2.5.3.9 Rates for the Unbundled Copper Loops are as set forth in Exhibit A to this Amendment.

2.7 Loop Make Up Service Inquiry

2.7.1 As an interim process until electronic access to the data contained within LFACs is available, BellSouth shall make available to NEXTLINK a Loop Make Up Service Inquiry process that will provide a description of the loop facility for a specific phone number or the loop facility(ies) (DCL and/or copper) serving a specific address. This information will allow NEXTLINK to make a determination of what type of loop to order and what loop conditioning activities (using BellSouth's Unbundled Loop Modification product), if any, are desired by NEXTLINK.

2.7.2 The information provided via this process includes 1) the portion of the loop serviced by Digital Loop Carrier (if applicable), 2) cable lengths and gauges, 3) the presence and location of load coils, 4) the presence, location and length of bridged taps.

2.7.3 This process is available to NEXTLINK based on telephone number or specific address. Requests submitted based on telephone numbers will provide the loop make up of the loop currently serving the that telephone number. Requests submitted based on a specific address served by both copper facilities and digital loop carrier will contain the loop make up information for the best available copper loop and the best available loop served by the DLC. Requests submitted based on a specific address that is serviced by only one type of loop will provide the loop make up information for the best available loop at that address. "Best Available", as used in the preceding paragraph, is the loop that BellSouth believes is most compatible with advanced data services (e.g. xDSL, etc.).

2.7.4 The interval for this Loop Make Up Service Inquiry process is seven (7) business days. This interval is separate from the Service Inquiry and Provisioning Interval stated in the Interval Guide.

2.7.5 NEXTLINK shall submit a Service Inquiry for Loop Make Up to the NEXTLINK account representative or the CRSG. BellSouth will perform the loop make up and return the completed Loop Make Up to NEXTLINK. The Parties understand that Loop Make Up is offered in order for NEXTLINK to best determine the type of loop to order at a given location, and that Loop make UP will only reserve the facilities for a reasonable standard time interval, currently four business days.

2.7.6 Exhibit A to this Attachment 1 reflects the rates for the provision of Loop Make Up Service Inquiry for each state.

2.8 Loop Conditioning

2.8.1 Subject to applicable and effective FCC rules and orders, BellSouth shall condition loops, as requested by NEXTLINK, whether or not BellSouth offers advanced services to the End User on that loop.

2.8.2 Loop conditioning is defined as the removal from the loop of any devices that may diminish the capability of the loop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, but are not limited to, bridge taps, low pass filters, and range extenders.

2.8.3 BellSouth shall recover the cost of line conditioning requested by NEXTLINK through a recurring charge and/or nonrecurring charge(s) in accordance with the FCC's forward-looking pricing principles promulgated pursuant to Section 252(d)(1) of the Act and in compliance with FCC Rule 52.507(e).

2.8.4 In those cases where NEXTLINK has requested that BellSouth modify a loop so that it no longer meets technical parameters for a service specific loop (e.g., voice grade, ISDN, ADSL, etc.) the resulting modified loop will be ordered and maintained as a UCL.

2.8.5 Exhibit A to this Attachment 1 reflects the rates for the provision of Loop Conditioning for each state. Such rates shall serve as the interim rates, subject to true up, between the Parties upon the establishment of permanent rates.

EXHIBIT A

2-Wire Unbundled Copper Loop (18kft or less)*	USOC	TN Rates
Recurring	UCLPB	\$12.16
Non-Recurring		
Non-Recurring 1 st	UCLPB	\$270.01
Non-Recurring Add'l	UCLPB	\$234.63
Manual Svc Ord – 1 st	SOMAN	
Manual Svc Ord – Add'l	SOMAN	
Manual Svc Ord – Dis	SOMAN	
Order Coordination 1 st & Add'l	UCLMC	\$34.29
Disconnect – 1 st	UCLPB	\$74.54
Disconnect – Add'l	UCLPB	\$39.14
2-Wire Unbundled Copper Loop (>18kft)*		
Recurring	UCL2L	\$35.00
Non-Recurring		
Non-Recurring 1 st	UCL2L	\$270.01
Non-Recurring Add'l	UCL2L	\$234.63
Manual Svc Ord – 1 st	SOMAN	
Manual Svc Ord – Add'l	SOMAN	
Manual Svc Ord – Dis	SOMAN	
Order Coordination 1 st & Add'l	UCLMC	\$34.29
Disconnect – 1 st	UCL2L	\$74.54
Disconnect – Add'l	UCL2L	\$39.14
Unbundled Loop Modification		
Load Coil/Equipment Removal per pair – Loops up to 18 kft.	ULM2L	\$80.55
Load Coil/Equipment Removal per pair – Loops > 18 kft. First/ Add'l	ULM2G	\$880.08/ \$27.30
Bridged Tap Removal per pair unloaded	ULNBT	\$121.14
Loop Make Up Service Inquiry*		
Per Service Inquiry	UMKLP	\$233.75

* These rates are interim, subject to true-up

17585

**AMENDMENT
TO THE
INTERCONNECTION AGREEMENT BETWEEN
NEXTLINK TENNESSEE, INC. AND
BELL SOUTH TELECOMMUNICATIONS, INC.
DATED NOVEMBER 4, 1999**

Pursuant to this Agreement, (the "Amendment") NEXTLINK Tennessee, Inc. ("NEXTLINK") and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated November 4, 1999 ("Interconnection Agreement").

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. NEXTLINK has changed the name of said business to XO Tennessee, Inc., a Washington corporation. The Interconnection Agreement is hereby amended to reflect the name change.
2. All of the other provisions of the Interconnection Agreement, dated November 4, 1999, shall remain in full force and effect.
3. Either or both of the Parties is authorized to submit this Amendment to each Public Service Commission for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

XO Tennessee, Inc.

By: 

Name: P. Gerard Saleme

Title: Senior Vice President

Date: 10-30-00

BellSouth Telecommunications, Inc.

By: 

Name: Jerry C. Hendrix

Title: Senior Director

Date: 11-13-00

**SIXTH AMENDMENT
TO THE
INTERCONNECTION AGREEMENT BETWEEN
XO TENNESSEE, INC. AND
BELL SOUTH TELECOMMUNICATIONS, INC.
DATED NOVEMBER 4, 1999**

Pursuant to this Amendment, (the "Amendment"), XO Tennessee, Inc. ("XO"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred collectively as the "Parties", hereby agree to amend that certain Interconnection Agreement between the Parties dated November 4, 1999 ("Agreement")

WHEREAS, BellSouth and XO entered into the Agreement on November 4, 1999, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Attachment 4 of the Interconnection Agreement is hereby amended to include the following rates for Fiber Cross Connects:


USOC	CROSS CONNECTS	UNIT	RECURRING RATE (RC)	NON-RECURRING RATE (NRC)
PE1F2	2 – fiber	Per Cross Connect	\$3.82	First/Add'l \$52.37/\$38.89
PE1F4	4 – fiber	Per Cross Connect	\$6.79	First/Add'l \$65.03/\$51.55

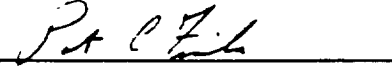
2. All of the other provisions of the Agreement, dated November 4, 1999, shall remain in full force and effect.
3. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252 -- (e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this
Amendment to be executed by their respective duly authorized representatives on the date
indicated below.

XO Tennessee, Inc.

BellSouthTelecommunications, Inc.

By: 

By: 

Name: R. Gerard Salemm

Name: Patricia L. Finley

Title: Senior Vice President

Title: Managerial Director

Date: 2-23-01

Date: 3/1/01